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resting on the doctrine of partnership by estoppel are not numerous. The principal case must have been decided on the theory that as the defendant E. D. must have received some benefit (such as the extending of credit to his son) by the use of his name in the firm, he must also carry the burdens and subject himself to liability. The court in its decision based the liability of the defendants on what it called "the assumption of a definite status." Perhaps the court was unfortunate in the use of the word "status," for that term is applied chiefly to persons under disability, or persons who have some peculiar condition which prevents general law from applying to them in the same way as it does to ordinary persons. BLACK, LAW DICTIONARY.

PARENT AND CHILD—FATHER'S LIABILITY FOR CHILD'S SUPPORT.—Defendant abandoned plaintiff, his wife, and his four minor children. After a divorce and a small alimony had been granted plaintiff, she brought this suit to recover the expenses which she had incurred in supporting, by her own earnings, the children before the divorce had been granted. *Held*, that she was entitled to recover. *Rogers v. Rogers* (Kan. 1914), 143 Pac. 410.

At common law the duty to support the minor children rested upon the father and not upon the mother because the husband was entitled to the services and property of his wife. *Gleason v. Gleason*, 144 Mass. 25; *Gilley v. Gilley*, 79 Me. 292. This suit could not have been brought at common law, since plaintiff's time and earnings belonged to defendant and she could not recover for any expenses she incurred in the performance of his duty. Some courts have held that a father's duty to support his minor children is only moral and that therefore he is not liable to a third party, who has supplied necessaries, in the absence of an express promise to pay. *Freeman v. Robinson*, 38 N. J. L. 383; *Kelly v. Davis*, 49 N. H. 187; *Gotts v. Clark*, 78 Ill. 229. Generally, however, it has been held that the father is under a legal duty to support his children, that if he neglects to do so and necessities are supplied by a third party, he is legally bound to make reimbursement. *Van Valkenburg v. Watson*, 13 Johns. 480; *Gilley v. Gilley* 79 Me. 292; *Dennis v. Clark*, 2 Cush. 353. If it be admitted that it is the father's and not the mother's legal duty to provide for their minor children, that he is liable to a third party for necessities supplied to his children, and that the wife is entitled to her own earnings, the decision in the principal case would naturally seem to follow. See *De Brauwere v. De Brauwere*, 203 N. Y. 460, 10 Mich. L. Rev. 415. In *Decher v. Kedly*, 148 Fed. 681, it was held that such an action was wholly at variance with the theory of the marital relation. It was the opinion of the court in *Johnson v. Barnes*, 69 Ia. 641 that since the wife under modern statutes is entitled to her own earnings and property she should also be under an equal duty with her husband to support their children.

SALES—WAIVER OF WARRANTY.—Defendant sold plaintiff a stallion under a contract containing the following provisions: "In the event that the above named stallion * * * does not get with foal 50 per cent of the mares regularly tried and bred to him, then on return of the said stallion to us * * * we agree to furnish the above named purchaser without further charge another

full bred stallion of equal quality in exchange * * * This bill of sale contains all the agreements of warranty or guaranty made by us in the sale" etc. The stallion did not fulfill the warranty. He died without having been returned. Plaintiff brought action for recovery of the purchase price. *Held*, that the remedy in the bill of sale was cumulative, not exclusive. *Sutherland v. Green*, (Mont. 1914), 142 Pac. 636.

Plaintiff sold to defendant a stallion under a contract containing the following provisions: "We guarantee the said stallion to be a satisfactory sure breeder. * * * If said stallion should fail to be a satisfactory sure breeder we agree to take the said stallion back and the said (vendees) agree to accept another stallion of equal value in his place." The stallion did not fulfill the warranty. He died without having been returned. In an action for the purchase price defendant set up the breach of warranty. *Held*, that the remedy provided in the bill of sale was exclusive, and the failure to return the stallion was fatal. *Hickman v. Richardson*, (Kan. 1914), 142 Pac. 964.

These two cases, although coming to opposite conclusions, are not in conflict as to the law, but merely in its application. The distinction between them lies in the interpretation of the contract. The rules of law applicable are apparently well settled. Where the contract of warranty provides that if the animal or article fails to fulfill the warranty it shall be returned to the seller, the provision is part of the warranty and must be complied with, and the fact that notice of dissatisfaction is given will not relieve the buyer from the conditions of his contract. *Crouch v. Leake*, 108 Ark. 322; *Holbert v. Sanzenbacher*, 159 S. W. (Tex.) 1054; *Nutting v. Watson*, 84 Neb. 464; *Olmanns Bros. v. Polland*, 142 S. W. (Tex.) 653; *Walters v. Ackers*, 31 Ky. L. Rep. 259. If the provision of the contract is not imperative but merely permits the buyer to return the property, he may, at his election, resort to that remedy or the remedy on the warranty, the remedies being cumulative. *Loisseau v. Gates*, 140 N. W. (N. D.) 258; *Eyers v. Hadden*, 70 Fed. 468; *Halowell v. McLaughlin Bros.*, 136 Ia. 279; *Kemp v. Fréeman*, 42 Ill. App. 500; *Clark v. Wooster*, 79 Conn. 126; *Perrine v. Serrill*, 30 N. J. L. 454; *Moore v. Emerson*, 63 Mo. App. 137.

SPECIFIC PERFORMANCE—PARTIAL PERFORMANCE AND ABATEMENT FROM PRICE.—Defendant was in possession of certain premises under an alleged contract of sale from plaintiff, who brought an action to recover possession. Defendant filed a cross-bill praying for specific performance of the said contract. Plaintiff contended that, since his wife refused to join in the conveyance, specific performance should not be granted, and that defendant should be remitted to his legal remedy for breach of contract. *Held*, that defendant was entitled to specific performance of the contract, with abatement of the value of the contingent dower interest of plaintiff's wife. *Hirschman v. Forehand*, (Ark. 1914) 170 S. W. 98.

The cases are in sharp conflict on this point, the tendency of the more recent cases being in accord with the principal case, *Thompson v. Colby*, 127 Iowa 234; *Townsend v. Blanchard*, 117 Iowa 36; *Payne v. Melton*, 69 S. C. 370; *Davis v. Parker*, 14 Allen 94; *Walker v. Kelly*, 91 Mich. 212; *Martin v.*